

## INVOICE

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**Trident Steel Corporation**

12825 Flushing Meadows Drive, Suite 110  
 St. Louis, MO 63131  
 Telephone: 314-822-0500 • Telefax: 314-984-8700

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## INVOICE NO.

P2639K -IN

INVOICE DATE 10/31/13

## Remit To: TRIDENT STEEL CORP.

Post Office Box 798279  
 Saint Louis, MO 63179-8000

ORDER NUMBER P2639  
 ORDER DATE 12/30/13  
 SALESPERSON 0015  
 CUSTOMER NO 01-0002183  
 Daniel Nelson

## SOLD TO:

Calyx Energy LLC  
 6901 S. Pierce Street  
 Suite 270  
 Littleton CO 80128

## SHIP TO:

Delivered  
 Perkins, OK OSCL  
 Payne County, OK  
 Ship Date: 10/29/13

## CONFIRM TO:

John Podowski

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
See Lease	DEL.	Perkins, OK	Net 45 Days

ITEM	QUANTITY SHIPPED	PRICE	AMOUNT
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Lease: HOLDERREAD 34-4 MH

New API Oilwell Casing

05121700PHRAJ*0	TSB			
5 1/2x17# HCP BTC A-JU BEST *0		4039.04	13.4700	54,405.87
05121700PHBAJ*J	TSB			
5 1/2x17# HCP BTC A-JU BEST *J		95.00	.0000	.00

Tallies attached.

DUE DATE

12/15/13

DISC. DATE

NET INVOICE

54,405.87

FREIGHT  
SALES TAX

.00

2,890.58

INVOICE TOTAL

57,296.45

\*\* NOTE: TERMS AND CONDITIONS OF SALE ARE LISTED ON REVERSE SIDE OF THIS INVOICE.\*\*

EXHIBIT 13

EXHIBIT

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**TERMS AND CONDITIONS OF SALE**

1. The rights and duties of Seller (Trident Steel Corporation) and Buyer (indicated above) shall be governed exclusively by the terms and conditions contained in this Invoice. These terms and conditions may not be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of Seller. These terms and conditions shall be deemed accepted by Buyer if not altered by such a written instrument. These terms and conditions shall prevail insofar as they may conflict with the terms and conditions set forth on Buyer's purchase order. Promptly signed bills of lading shall constitute delivery.

2. **SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, LIQUIDATED, SPECIAL, CONSEQUENTIAL, CONTINGENT OR INCIDENTAL DAMAGES WHATSOEVER ARISING OUT OF THIS TRANSACTION.** Seller shall not be liable for any loss or damage arising from delay or Seller's performance which are caused by factors beyond its control. No product shall be returned to Seller without prior written permission from Seller. Claims of delay or non-performance received by Seller within 60 (sixty) days from the date of product acceptance are barred.

3. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THIS INVOICE. SELLER MAKES NO SPECIFIC WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. Buyer agrees that upon receipt of payment for any invoice due hereunder, Buyer agrees to pay to Seller, in full, all claims of the Seller for all past and future charges, claims or pay all costs and expenses (including reasonable attorney's fees and litigation expenses) incurred by Seller in enforcing compliance with the terms of any invoice of this agreement. The parties agree that this shall constitute a full and complete discharge of all claims of the Seller for all past and future charges, claims or pay all costs and expenses (including reasonable attorney's fees and litigation expenses) incurred by Seller in enforcing compliance with the terms of any invoice of this agreement.

5. Any transaction arising out of this contract shall be governed by the laws of the State of Texas. The parties agree that any dispute arising out of this contract shall be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and conducted on the award rendered by the arbitrator shall be the final and binding determination of the parties.